

## Purchasing Terms and Conditions – tesa tape Peru Branch

### 1. General Provisions

1.1 These Purchasing Terms and Conditions (hereinafter: “Purchasing Terms and Conditions”) of tesa (hereinafter also “we”) apply to all business relationships with our Business Partners as suppliers and/or service providers (hereinafter: “Business Partner”). They apply only if the Business Partner is an entrepreneur, a legal entity under public law, or a special fund under public law.

1.2 These Purchasing Terms and Conditions apply in particular to:

- all contracts for the sale and/or delivery of movable goods (“goods”), regardless of whether the Business Partner manufactures the goods itself or purchases them from suppliers;
- all assignments for the provision of services or works.

1.3 Unless otherwise agreed, these Purchasing Terms and Conditions, in the version valid at the time of our order and published on our website (<https://www.tesa.com/en/about-tesa/legal-information/purchasing-terms>), shall also apply as a framework agreement for future similar contracts without us having to refer to them again in each individual case.

1.4 These Purchasing Terms and Conditions apply exclusively. Divergent, conflicting, or supplemental general terms and conditions of the Business Partner shall only form part of the contract if and to the extent that we have expressly accepted their validity in writing. This consent requirement applies in all cases, for example, even if we accept deliveries or services from the Business Partner without reservation and with knowledge of the Business Partner’s general terms and conditions.

1.5 Individual agreements made with the Business Partner in specific cases (including side agreements, supplements, and amendments) shall in all cases take precedence over these Purchasing Terms and Conditions. Unless proven otherwise, a contract or our written confirmation shall determine the content of such agreements.

1.6 Legally relevant declarations and notifications regarding the contract (e.g., setting of deadlines, reminders, withdrawal) must be made in writing (e.g., letter, e-mail).

### 2. Conclusion of the Contract

2.1 Our orders shall be deemed binding upon their submission or upon written confirmation by the Business Partner. If necessary, the Business Partner must point out to us any obvious errors (for example, spelling or calculation mistakes) and any lack of completeness in the order, including missing order documents, for correction or completion before accepting the order.

2.2 Unless our order expressly provides otherwise, the Business Partner must accept or reject our orders in writing within three business days, either by sending the goods, performing the commissioned

service or work, or executing the order without reservation (acceptance). A late or modified acceptance by the Business Partner shall be deemed a new offer and shall require our acceptance.

2.3 If, from the Business Partner's perspective, there are indications that the legal feasibility of our assignment must first be verified, the Business Partner shall inform us immediately. We will then initiate the corresponding review ourselves and inform the Business Partner of the result.

### **3. Delivery Period, Default, Consequences of Delay in Delivery, Termination of Service or Work Contracts**

3.1 The delivery or performance period specified by us in the order is binding. The Business Partner must comply with the deadlines set out in a purchase order or milestone schedule, subject to the provisions of Clause 7 of these Purchasing Terms and Conditions.

3.2 The timeliness of deliveries or services depends on the provision of the goods at the agreed place of performance or on the performance of the requested service or work.

3.3 The Business Partner is obliged to inform us immediately in writing if it is likely that it will be unable to meet the agreed delivery or performance deadlines for any reason. The Business Partner must immediately inform us of the expected duration of the delay.

3.4 If the Business Partner does not perform its delivery or service, or fails to do so within the agreed time, and thereby enters into default, our rights, particularly the right to terminate and to claim damages—shall be determined in accordance with statutory provisions. The provisions of paragraph 5 shall remain unaffected.

3.5 To the extent that the Business Partner is in default in fulfilling its contractual obligations, we may claim delay damages amounting to 1% of the net price or net remuneration for each week of delay but not exceeding 5% of the net price or net remuneration of the delivered goods or contracted services. Both parties reserve the right to demonstrate that greater or lesser damage has occurred. The penalty shall be enforceable whenever actual damage has been demonstrated, without prejudice to the judicial power of moderation under the Peruvian Civil Code.

3.6 The termination of the Business Partner's service or work assignment shall be governed by statutory provisions.

### **4. Scope of the Obligation to Perform and Deliver; Acceptance; Standard of Care; Accident Prevention; Labeling; Packaging of Deliveries**

4.1 When delivering goods, the Business Partner shall provide us, free of charge and where applicable, with assembly and operating instructions. Alternatively, the Business Partner is entitled to provide us with, for example, through QR codes or easily accessible internet links, with the possibility of

retrieving the required documents ourselves. In the case of software products, the Business Partner shall provide us with user documentation in addition to the program. In the case of custom software, the Business Partner shall also provide the manufacturer's documentation and the source code, unless otherwise agreed.

4.2 If the Business Partner has produced the commissioned work in accordance with the contract, acceptance shall be carried out by us. The declaration of acceptance shall be made in writing (acceptance protocol). The acceptance protocol shall be drafted by the Business Partner and countersigned by us.

4.3 If the Business Partner is obligated to exercise due diligence under an order, it must act in accordance with the standards of a prudent businessperson. This standard of care applies to the Business Partner, its legal representatives, its vicarious agents, its staff, and its employees.

4.4 Unless otherwise agreed, the commissioned deliveries shall be carried out DDP (Delivered Duty Paid) according to Incoterms® 2020 at the location specified by us in the order. The respective place of destination is also the place of performance for delivery and any subsequent performance. Our goods receipt hours are Monday to Friday: 7:00 to 16:00 and Saturday: 8:00 to 11:00.

4.5 If the parties have exceptionally agreed on an Ex Works (EXW) price or a price ex the Business Partner's warehouse, and if the Business Partner must organize delivery at our risk and expense, such delivery shall be made at the lowest cost in each case, unless we have requested a specific mode of transport. Any additional costs incurred due to non-compliance with shipping or packaging instructions shall be borne by the Business Partner. The Business Partner shall also bear any additional costs for expedited transport that may be necessary to meet a delivery date.

4.6 Deliveries addressed to us must be accompanied by a delivery receipt indicating the date (issuance and dispatch), the contents of the delivery (product number and quantity), and our order identification (date and order number). If the delivery receipt is missing, incomplete, or incorrect, we shall not be responsible for delays in processing or payment resulting therefrom.

4.7 Without our prior written consent, the Business Partner is not authorized to subcontract third parties to deliver the contracted goods or services. If subcontractors are used, the Business Partner shall bear the risk of contracting and paying for their services, unless otherwise agreed in individual cases (e.g., limitation to stock availability).

4.8 When providing services, the Business Partner shall be solely responsible for complying with accident-prevention regulations. Necessary protective equipment and safety measures must be used or implemented at no additional cost to us.

4.9 The Business Partner shall ensure that all delivered goods are labeled in compliance with applicable regulatory and/or legal requirements (following notification by us). The Business Partner must also inform us immediately of any changes in labeling requirements that are relevant to us and that come to their knowledge.

4.10 If transportation requires packaging, the goods must be packaged. The packaging must be transport-safe and comply with transportation standards applicable to the selected mode of transport

and with any packaging specifications stated in our order. If the order is delivered to us in damaged packaging, we are entitled to reject the order without inspecting its contents or to return it at the Business Partner's expense and risk.

4.11 The packaging material used by the Business Partner for shipping (returnable containers) must be identifiable as belonging to the owner through a mark or conspicuous notice. The Business Partner must retrieve the packaging free of charge in compliance with applicable regulations. The Business Partner must also independently verify whether it is obligated to register and participate in the packaging-law system and, if necessary, carry out all actions required to comply with legal requirements.

## **5. Remuneration and Payment Terms**

5.1 The contractually agreed remuneration is binding. The agreed prices are fixed prices and shall not be modified due to increases, for example, in material costs or wage increases, or due to changes in other prices. Unilateral price adjustments by the supplier are inadmissible. The agreed remuneration shall include the legally applicable value-added tax (IGV), unless stated separately.

5.2 Unless otherwise agreed in individual cases, the remuneration shall include all ancillary services and additional performance by the Business Partner (e.g., assembly, installation), as well as all additional expenses of the Business Partner (e.g., adequate packaging, transport, transport insurance, and liability insurance), cf. also Clause 10 paragraph 3 of these Purchasing Terms and Conditions. Travel expenses incurred by the Business Partner shall only be reimbursed by us if previously approved in writing.

5.3 If an additional service not originally foreseen in the contract is agreed between us and the Business Partner, the Business Partner shall be entitled to additional remuneration. This additional remuneration must be communicated and approved by us before the start of the additional service.

5.4 Unless otherwise agreed, the agreed remuneration shall become payable without any deduction within 60 calendar days from the complete delivery and/or performance (including any agreed acceptance), except when the supplier is included in the MYPE regime, in which case the maximum legal term in force shall apply. If a different payment term is agreed in the contract or offer, the individually agreed payment term shall prevail. Invoices must comply with the requirements established in Annex I.

5.5 We are entitled to reject incorrect or incomplete invoices submitted by the Business Partner and to reduce the invoice by an amount appropriate to the additional workload incurred for invoice verification.

5.6 We do not owe default interest, except for interest that is mandatorily required by law.

5.7 The assignment of non-monetary claims of the Business Partner against us requires our prior written consent. The assignment of monetary claims shall be valid upon notification.

## **6. Assignment, Set-Off, Retention**

6.1 The assignment of the Business Partner's claims against us requires our written consent, provided the claims are not monetary claims.

6.2 We are entitled to withhold payments owed to the Business Partner to the extent that we still have claims against the Business Partner arising from incomplete or defective performance.

6.3 We are entitled to set off the Business Partner's claims with our due claims against the Business Partner.

6.4 Securities granted to us by the Business Partner shall serve as collateral for our claims against the Business Partner even without a separate agreement.

6.5 The Business Partner shall only be entitled to set-off or retention against our claims based on counterclaims that have been legally established, are undisputed, or arise from the same contractual relationship.

## **7. Force Majeure**

7.1 Events of force majeure shall release the party directly or indirectly affected from its contractual obligations for the duration of the interruption and to the extent of its effects. Force majeure includes, for example: natural disasters, war, riots, sabotage, curfews imposed by public authorities, governmental restrictions on import and export, prolonged interruption or restriction of energy supply, organized labor disputes (but not strikes), and other external, extraordinary, and unavoidable events. The affected party is obliged to inform the other party immediately of the expected duration of the interruption.

7.2 The contracting parties are entitled to terminate the contract or rescind it (in whole or in part) if there is a justified interest in abandoning the performance due to delays caused by force majeure. Our obligation to pay for any partial performance already accepted by us shall not be affected; however, all other outstanding obligations shall end and be extinguished.

## **8. Confidentiality, Further Processing, Exclusion of the Business Partner's Retention of Title, Unauthorized Reference to tesa**

8.1 We reserve ownership rights and copyrights over illustrations, plans, drawings, drafts, calculations, work instructions, product descriptions, and other documents produced by us (hereinafter collectively referred to as: "Documents"). These Documents must be used exclusively for the execution of the contract and must be returned to us immediately and without request after completion of the order, unless we expressly leave them in the possession of the Business Partner. In this regard, the Business Partner is not entitled to assert any right of retention against us.

8.2 The Documents, as well as the content of our orders, must be kept confidential from third parties and used only for the execution of the order. The confidentiality obligation shall expire only if and to the extent that the information contained in the Documents becomes public domain. Special confidentiality agreements and statutory regulations on the protection of trade secrets remain unaffected. The copying or reproduction of Documents is permitted only to the extent strictly necessary for carrying out the order issued by us.

8.3 The preceding paragraph (8.2) shall apply analogously to raw materials and materials (e.g., software, finished and semi-finished products), as well as tools, templates, samples, and other items that we provide to the Business Partner for processing our order. Such items, while unprocessed, must be stored separately at the Business Partner's expense and protected by the Business Partner against inspection, theft, unauthorized use, destruction, theft, and loss.

8.4 Any processing, mixing, or combination ("further processing") by the Business Partner of the items provided by us shall be carried out on our behalf. The same shall apply in the case of further processing of goods supplied by us. We shall therefore be deemed the manufacturer and shall acquire ownership of the new item no later than at the moment of further processing, in accordance with legal provisions. If the material provided by us constitutes only a component of the new item, we shall acquire co-ownership of the new item in proportion to the value of our material.

8.5 If the Business Partner produces technical documents, tools, drawings, work standard sheets, etc., for the processing of our order, we shall be the owners of such items. The Business Partner shall store these items free of charge and deliver them to us upon request. The items may not be used for purposes other than fulfilling our order, nor reproduced or delivered to third parties without our prior written consent. If we only assume part of the manufacturing costs, we shall acquire co-ownership of the items, which the Business Partner shall store free of charge for us. However, at any time we may acquire the Business Partner's rights to the items in exchange for reasonable compensation for manufacturing costs not yet amortized and demand their delivery.

8.6 The transfer of ownership of goods to us shall be unconditional and without regard to payment of the price. Any retention of title by the Business Partner is excluded unless expressly agreed in writing in advance. The exclusion of retention of title does not affect supplier rights recognized by law in the event of non-payment. If, in an individual case, we accept a Business Partner's offer of conditional transfer of ownership dependent on payment of the purchase price, the Business Partner's retention of title shall expire at the latest upon payment of the purchase price of the delivered goods. We shall remain entitled to resell the goods in the ordinary course of business even prior to payment of the purchase price, with advance assignment of the resulting claim (alternatively, validity of simple retention of title and, in cases of resale, extended retention). In any case, all other forms of retention of title—including extended, transferred, and retention extended to further processing—are excluded. The transfer of rights shall be carried out in accordance with Peruvian copyright and intellectual property laws and shall be valid only to the extent permitted under such regulations.

8.7 Without our prior written consent, the Business Partner may not make reference to the business relationship with us in advertising materials, brochures, etc., nor exhibit goods delivered on our behalf. The Business Partner shall impose this obligation on its suppliers in accordance with this Clause 8.

## 9. Warranty for Defects and Liability; Limitation Period

9.1 The statutory provisions on warranty for defects and liability shall apply, unless otherwise stipulated below.

9.2 The Business Partner warrants that its deliveries and services comply with the relevant regulatory and/or legal requirements and with the state of the art at the time risk passes to us or at the time of the agreed acceptance, and that they are functional for their intended use. Unless a longer period is required by law, the warranty period for purchase contracts and contracts for work and services is 36 months, beginning with delivery or acceptance. The warranty period shall be suspended while any defect is being remedied. Unless the nature of the goods or a specific agreement establishes a different period.

9.3 Product descriptions that — in particular by designation or reference in our order — are the subject of the respective contract or have been incorporated into the contract in the same manner as these Purchasing Terms and Conditions shall be deemed an agreement on quality. It is irrelevant whether the product description originates from us, the Business Partner, or a third party (e.g., the manufacturer). The Business Partner further warrants that delivered goods have not been modified in design or composition compared to earlier similar defect-free deliveries, unless such changes have been agreed with us prior to conclusion of the contract.

9.4 The statutory provisions regarding the commercial duty to inspect and notify defects shall apply with the following proviso: Our inspection obligation is limited to defects detectable during our incoming goods inspection based on an external examination — including delivery documents — (e.g., transport damage, incorrect or incomplete delivery), or defects identifiable during our quality control through random sampling. If acceptance of work performance has been agreed, there is no inspection obligation. Beyond this, the scope of inspection shall depend on what is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to notify defects discovered later shall remain unaffected. Notwithstanding our inspection and notification obligations, notification shall be deemed timely if it is sent within two weeks of discovery or, in the case of obvious defects, within two weeks of delivery.

9.5 Upon receipt of our written notice of defect, the limitation period for warranty claims shall be suspended until the Business Partner rejects our claims, declares the defect remedied, or refuses to continue negotiations regarding our claims. In the case of substitute delivery, the warranty period for the replaced parts shall recommence in full. In the case of remediation (e.g., repair), the warranty period shall recommence to the extent that the same defect or consequences of a defective remediation are concerned. The limitation period shall not be suspended if the Business Partner replaces the goods or remedies the defect as a gesture of goodwill or for similar reasons; in such case, a written declaration is generally required specifying that the remediation is voluntary.

9.6 Supplementary performance by the Business Partner shall also include removal of defective goods and reinstallation, provided the goods were installed in or attached to another item according to their type and intended use. Alternatively, we may, at our discretion, perform (or have performed) the

removal and installation ourselves, and require the Business Partner to first provide an appropriate advance payment and then reimburse all resulting expenses.

9.7 If we have commissioned the Business Partner to perform a work performance that proves defective, we shall be entitled, under statutory provisions, to self-performance to correct the defect and to a reasonable advance payment for necessary expenses.

## **10. Third-Party Rights, Indemnification Obligation of the Business Partner, Use of the Business Partner's Developments**

10.1 The Business Partner guarantees that its deliveries and services, when used, do not infringe existing property (intellectual) rights or other third-party rights in: Australia, Brazil, Canada, China, Hong Kong, India, Japan, Malaysia, Mexico, New Zealand, Norway, Russia, Singapore, South Korea, Switzerland, Taiwan, Turkey, the United Kingdom, Vietnam, the United States, any EU Member State; or other countries in which the Business Partner manufactures or arranges the manufacture of goods.

10.2 The Business Partner shall indemnify us against all claims brought against us by third parties for infringement of rights referred to in paragraph 1 and shall reimburse all necessary expenses associated with such claims. This shall not apply to the extent that the Business Partner proves that it is not responsible for the infringement and could not have known of it at the time of delivery or performance if it had exercised commercial due diligence. Our further statutory claims for defects of title remain unaffected.

10.3 Upon payment of the contractually agreed remuneration, the Business Partner shall transfer to us all intangible rights arising in connection with our assignment — in particular work results — including all trademark rights and other labeling rights, usage rights under copyright law, design rights, related rights (including all development stages), and other intangible property rights. The transfer is included in the agreed remuneration. Usage rights are exclusive, unlimited in territory and time, transferable, and sublicensable. Documents provided to the Business Partner must be handled carefully and returned to tesa upon contract termination. Copies made must be destroyed to tesa's satisfaction.

10.4 The Business Partner shall immediately notify us of any invention made by its employees in the course of fulfilling the order. We shall inform the Business Partner in writing within four weeks after receipt of the offer whether we will assume the rights to the invention.

10.5 If we notify the Business Partner in writing that we are not interested in assuming the rights to the invention, the Business Partner shall be entitled to use the invention and apply for industrial property rights at its own expense. In such case, the Business Partner shall have unrestricted rights to use the industrial property rights. However, if such rights are registered, the Business Partner shall waive any claims arising from the industrial property rights against us, our affiliated companies (Clause 6 paragraph 5), and our customers (known to the Business Partner through the order or as notified).

## **11. Free Competition**

11.1 The Business Partner is obligated not to engage in any conduct contrary to free-competition or antitrust laws to our detriment.

11.2 If competition authorities determine that the Business Partner was involved in an inadmissible restriction of competition during the term of the contract and that the services provided to us were affected, the Business Partner shall be obliged to pay us liquidated damages of 10% of the order value (plus statutory interest) for the period affected by the illegal conduct.

11.3 The Business Partner shall provide the information and documents necessary to examine the existence and extent of such claims immediately upon becoming aware of the infringement. The obligation to pay damages shall also apply if the business relationship has already ended by the time the violation is established.

## **12. Independence of the Business Partner**

12.1 We and the Business Partner agree that the Business Partner is an independent contractor and that nothing in these Purchasing Terms and Conditions gives rise to an employer–employee relationship between us and the Business Partner, its employees, or third parties appointed by it. The parties acknowledge that no employment relationship exists, without prejudice to mandatory Peruvian labor regulations.

12.2 The Business Partner shall not present itself externally as our employee or representative. In particular, it shall not provide any guarantees on our behalf, enter into any contracts or agreements in our name, sign any documents on our behalf, or encumber our creditworthiness.

## **13. Compliance, tesa Supplier Code of Conduct, Environmental and Energy Guidelines**

13.1 The Business Partner is obliged to comply with the relevant legal provisions. This applies in particular to laws against corruption and money laundering, as well as antitrust, labor, and environmental protection regulations. Regarding environmental protection, reference is made to our environmental and energy guidelines: <https://www.tesa.com/en-gb/about-tesa/sustainability>

13.2 Where applicable, the Business Partner shall also ensure that its goods and services comply with the relevant requirements for marketing in the European Union and the European Economic Area.

(3) Where applicable, the Business Partner shall comply in particular with EU Regulation 2019/1021 (Persistent Organic Pollutants – POP), the European Packaging Directive 94/62/EC (as amended), the EU REACH Regulation, the EU CLP Regulation, and, where applicable, the EU RoHS Directive. The Business Partner commits not to use substances classified as reprotoxic, teratogenic, mutagenic,

or carcinogenic under the above regulations. Obligations relating to EU regulations apply only when goods or services are destined for marketing in those markets. For operations carried out in Peru, the supplier must comply with Peruvian law.

13.4 The Business Partner shall immediately inform us of any changes in legal requirements affecting its goods or work performance, including changes to manufacturing processes or ingredients.

13.5 The Business Partner commits to respect and support internationally recognized human rights and to prevent any form of forced or child labor. Applicable occupational safety and health regulations shall be recognized and complied with as an essential component of all operational processes. The Business Partner also commits to comply with the tesa Supplier Code of Conduct and site-specific regulations: <https://www.tesa.com/en-gb/about-tesa/sustainability/our-guidelines-and-standards>

13.6 The Business Partner shall implement appropriate and effective measures in its business to ensure compliance with the obligations of this Clause 13, including by its own suppliers.

13.7 If the Business Partner violates the tesa Supplier Code of Conduct, such violations must be reported to us immediately. We reserve the right to terminate the contractual relationship in accordance with legal provisions or to take other appropriate measures to ensure compliance.

#### **14. Data Protection**

The data necessary for processing the contract shall be stored in our IT system. Reference is made to our privacy policy: <https://www.tesa.com/en/about-tesa/legal-information/privacy-policy>

#### **15. Applicable Law and Jurisdiction**

This contract is governed by and interpreted in accordance with the laws of the Republic of Peru. The parties submit to the jurisdiction of the courts of Lima, Peru, expressly waiving any other jurisdiction. The supplier declares compliance with applicable Peruvian civil, commercial, tax, labor, environmental, and occupational health and safety laws.